

June 19, 2006

Re: RFP # CI/6-07

To All Potential Offerers:

You are invited to submit a proposal in accordance with requirements set forth in the attached Request for Proposals (RFP) issued by the Commonwealth of Virginia, Office of Commonwealth Preparedness. The Commonwealth is requesting proposals **for management, facilitation, performance measurement, tracking, outreach, communications planning, expertise, strategic planning and advice on interoperable wireless communications.**

Original proposals, signed by your contractually binding authority, plus three (3) additional copies, must be received by the issuing agency no later than **July 18, 2006, 3:00 PM.**

An Optional **PRE-PROPOSAL CONFERENCE** will be held at the Department of Criminal Justice Services, 202 North 9th Street Richmond, Virginia on **June 29, 2006** at 2:00 PM. See page 10, section VI of the RFP for details.

All inquiries related to the RFP must be submitted in writing to:

Commonwealth of Virginia
Department of Criminal Justice Services
Attn: John Coppinger
202 North Ninth Street,, 10th floor
Richmond, Virginia 23219

To assure prompt delivery, please mark envelopes "Questions concerning RFP # CI/6-07". E-mail inquiries may be sent to john.coppinger@dcjs.virginia.gov . Verbal inquiries are discouraged.

John Coppinger, CPPB, VCO
Procurement Manager

Attachment: RFP# CI/6-07

REQUEST FOR PROPOSALS

Issue date: June 19, 2006

RFP# CI/6-07

Title: Project Management Services for the Commonwealth Interoperability Coordinator's Office

Commodity Code: 96156

Issuing and Using Agency: The Department of Criminal Justice Services
Attn: John Coppinger
202 North 9th Street, 10th floor
Richmond, Virginia 23219

Initial Period of Contract: Date of Award through June 30, 2007.

Sealed proposals will be received until: July 18, 2006, 3:00 PM

For furnishing the services described herein: All inquiries for information should be directed to ISSUING AGENCY, that address is listed above, and phone contact is John Coppinger, (804) 786-7898.

SEND ALL PROPOSALS DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. If proposals are hand delivered or sent by courier they should be delivered to: The Department of Criminal Justice Services, 202 North 9th Street, 10th floor, Richmond, VA 23219. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated in Section X, Pricing Schedule.

NAME AND ADDRESS OF FIRM:

Date: _____

By: _____

(Signature in Ink)

_____ Zip Code: _____

Name: _____

(Please Print)

FEI/FIN No. _____

Fax Number() _____

Minority-Owned Business () Yes () No

Women-Owned: () Yes () No

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held on **June 29, 2006**, 2:00 PM at The Department of Criminal Justice Services. Reference: Page 10, Section VI.

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I. PURPOSE:

The purpose of this solicitation is to establish a contract through competitive negotiations using Best Value Acquisition procedures with an entity to provide support services for the Project Management Office of the Commonwealth of Virginia's Commonwealth Interoperability Coordinator's Office (CICO) as outlined in Section III, Statement of Needs, in this proposal.

The preferable term on this contract is from date of award through June 30, 2007, but may be extended with (4) one-year renewal options.

II. BACKGROUND:

The lack of interoperable wireless communications systems has been an issue plaguing public safety organizations for decades. In many cases, the users of wireless communications devices are unable to communicate via voice and data outside their jurisdiction or discipline during natural disasters, emergency response scenarios, terrorist acts, or even in day-to-day operations.

As a result, they cannot perform their mission critical duties.

After decades of experience with this issue, it is clear to public safety organizations that communications and interoperability cannot be solved by any one entity. Instead, it will require collaboration among local, state, and federal public safety organizations and industry to improve wireless communications and interoperability.

The Commonwealth of Virginia has made significant progress towards addressing some of the key issues of interoperability. To lead this effort, Virginia established the Commonwealth Interoperability Coordinator's Office (CICO). By partnering with SAFECOM, a federal program managed by the Department of Homeland Security, the CICO gathered input from local and state public safety practitioners to develop the FY 05 Strategic Plan for Statewide Communications Interoperability.

In 2005, the Virginia Code was modified to mandate the update and implementation of the Statewide Plan each year working towards the mission and 2015 vision outlined in the Plan:

- Mission: Improve public safety in the Commonwealth of Virginia through enhanced data and voice communications interoperability between local, regional, state, and federal agencies.
- 2015 Vision: By 2015, agencies and their representatives at the local, regional, state, and federal levels will be able to communicate using compatible systems, in real time, across disciplines and jurisdictions, to respond more effectively during day-to-day operations and major emergency situations.

The CICO is now in its third year of Strategic Plan implementation. In order to effectively implement the FY 07 Strategic Plan, the CICO requires contractor support to staff a dedicated Project Management Office (PMO) to provide facilitation, performance measurement and tracking, outreach and communications planning and expertise, and strategic planning and advice.

Funding for this project is through a COPS grant from the United States Department of Justice.

III. STATEMENT OF NEEDS

The contractor shall provide the following services:

FY 07 Strategic Plan Implementation Support

The CICO requires facilitation and strategic services to set up and support the activities of temporary teams assembled to accomplish Plan initiatives; design and facilitate interoperability stakeholder meetings and conference calls; and modify the Statewide Plan.

Task 1: Set up, Support, and Monitor the Implementation of Initiatives

The strategic initiatives must be implemented each year through a collaborative approach utilizing the expertise and experience of the Commonwealth's public safety practitioners. By utilizing the interoperability governing committees and additional subject matter experts as necessary the CICO must develop recommendations, escalate recommendations to the proper authority for approval and implement each initiative.

Requirements

Support for the initiative implementation includes the following:

- Identify subject matter experts
- Assist members in the establishment of a roadmap and timeline for each initiative
- Facilitate all meetings
- Provide frequent status reports to CICO and vice versa

Escalate issues to the CICO as needed

Task 2: Design and Facilitate SIEC and Advisory Group Meetings

The Commonwealth's interoperability effort is well supported by the practitioner governance structure that it established at the Plan's inception. The structure consists of two major advisory bodies, the State Interoperability Executive Committee (SIEC) and the State Interoperability Advisory Group (Advisory Group).

Requirements

Support for the SIEC and Advisory Group meetings includes the following:

- Coordination of meeting schedules and logistics
- Design of meetings
- Facilitation of monthly SIEC meetings and quarterly Advisory Group meetings
- Follow-through and support of resulting actions from meetings

Task 3: Facilitate the Update of the Strategic Plan for Statewide Communications Interoperability

The Virginia Code requires the annual update of the Strategic Plan. With recent federal guidance and an increased push for regionalism at the state level, the CICO will tap into regional stakeholders on a regular basis to assist in the update of the Plan and to keep the Plan grounded in the needs of local practitioners.

Requirements

Support for the development of the FY 08 Strategic Plan includes the following:

- Increase coordination with Virginia's seven regions

- Design and facilitate regional table top exercises to gather information for the update of the Strategic Plan and the impact of the current Plan
- Design and facilitate Advisory Group meetings to develop recommendations for the update of the Strategic Plan
- Design and facilitate Executive Committee meetings to develop final recommendations for the update of the Strategic Plan
- Assist the CICO in writing the updated Strategic Plan

Task 4: Plan and Conduct Special Projects

The CICO is asked regularly to support special, limited time projects on behalf of the Governor's Office including the evaluation and distribution of small local grants and supporting the Homeland Security Grant Program submission for communications interoperability for the Commonwealth. In order to provide these services the CICO requires strategic planning, facilitation, and subject matter expert support.

Requirements

Support for special projects includes the following:

- Estimate needed budget allocation and determine if the project can move forward
- Establish special project task, timeline, and resource needs
- Provide as needed resources for strategic planning, facilitation, subject matter expertise (performance measurement, financial, communications, graphics, executive coaching, training, governance, etc), and technical support on a limited time basis for completion of special projects

Strategic Plan Implementation Support Deliverables

Deliverable	Date
Roadmaps and Timelines for each Initiative	One week following kick-off meeting
SIEC and Advisory Group Meeting Designs	One week prior to each meeting
Meeting Reports	One day following each meeting
Timeline for Strategic Plan Update	December 2006
Table-Top Design	March 2007
Special Project Tasks, Timelines, and Deliverables	As requested

Outreach, Communications, and Knowledge Management

Many of the CICO's efforts involve educating stakeholders on the activities of the CICO and on major grant or policy activities that affect interoperability. This requires the CICO to manage a wide range of knowledge and make it accessible to practitioners.

Task 1: Update and Implement the Plan for Communications and Outreach

The CICO currently has an outreach and communications plan for the office and the interoperability effort as a whole. This plan must be updated to reflect the FY 07 Strategic Plan and the political environment in which the CICO operates.

Requirements

Support for outreach and communications includes:

- Create materials for communications and outreach including a quarterly newsletter
- Assist in the planning of and facilitate the 2006 Virginia Interoperability Communications Conference (VICC) including the identification of speakers and meeting design
- Assist the CICO with strategic distribution of promotional materials
- Develop and facilitate key training sessions as needed

Task 2: Assist in the Collection and Maintenance of Knowledge

The CICO consistently receives information from the field about success stories, challenges, and lesson learned. A conscious effort must be made to collect this knowledge, repackage it and provide it to the public for use.

Requirements

Support for knowledge management includes:

- Identify key information that should be gathered
- Gather lessons learned, success stories, and challenges
- Repackage knowledge into a useful form for distribution or use
- Create a website strategy for the disbursement of information
- Assist in the update and maintenance of website content

Communications, Outreach, and Knowledge Management Deliverables

Deliverable	Date
Quarterly Newsletters	One week before the conclusion of each quarter
Draft VICC Design	15 days after the start of the project
Final VICC Design	2 months prior to the event
Training Session Design and Facilitation	As requested
Promotional Materials	As requested
Knowledge Management Templates	As requested
Website Strategy	15 days after the start of the project

Project Management and Performance Measurement

At times the CICO requires assistance with management and measurement tasks. Additionally, the CICO requires regular status reporting to ensure that the implementation of the Strategic Plan is on schedule and within budget.

Task 1: Manage Project Plan, Deliverables, and Reporting

In order to ensure that the implementation of the plan and the project stays on budget and on time, the CICO needs to establish a detailed annual action plan, create a reporting structure, provide regular reports to the Office of Commonwealth Preparedness and others, and manage the PMO and its deliverables effectively.

Requirements

Management support tasks include:

- Establish a year-long action plan that includes key tasks and milestones
- Track against the action plan to ensure completion
- Create monthly status reports

- Develop a process to ensure all tasks are assigned weekly
- Facilitate periodic status updates
- Enter and approve all time and expenses for the project to ensure timely invoicing
- Assist in the completion of necessary reports as needed

Task 2: Measure Performance and Monitor the Interoperability Baseline

The FY 07 Strategic Plan includes a set of performance measures that must be tracked over time to show the impact of the interoperability effort. These performance measures offer a wide range of data needs that must be collected over the year. In addition to traditional performance measures the CICO is undergoing a formal interoperability baseline project. The role of the CICO and the PMO in this project must be managed to ensure the correct items are measured and stakeholders are involved constructively in the process.

Requirements

Support for performance measurement and the baseline include:

- Identify the means to gather information to provide for performance measurement
- Collect information via surveys, interviews and other means on a quarterly basis (if appropriate)
- Monitor and coordinate with the baseline project
- Assist in the development of an Annual Report to the General Assembly

Project Management and Performance Measurement Deliverables

Deliverable	Date
Action Plan	15 days after start of project
Monthly Reports	Five days following the end of each month
Performance Collection Templates	15 days after start of project
Quarterly Reports of Performance	5 days following the end of each quarter
Annual Report	June 30, 2007

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the issuing Purchasing Agency. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. The original proposal must be clearly marked "original." All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or which lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically with a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the rest of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall with any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Ownership of all data, materials and documentation originated and prepared for the state pursuant to the RFP shall belong exclusively to the state and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 1152D of the Code of Virginia in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The outside of the proposal must be marked to denote that proprietary information is contained in the documents. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitutes trade secret or proprietary information. The classifications of an entire proposal document, line item prices or total proposal prices as proprietary or trade secrets are not acceptable and will result in rejection and return of the proposal.

- f. All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:

From: Name of Vendor

Street or P.O. Box number

City, State, Zip Code

Due date: July 18, 2006, 3:00 PM

RFP Number: **CI/6-07**

g. ORAL PRESENTATION:

3. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the state agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing state agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that DCJS may properly evaluate your capacity and ability to provide the required goods and services. Offerors are required to submit the following items as a complete proposal, which includes the items listed below:

1. The return of the entire original solicitation, cover sheet and all addenda, if any, signed and completed as required plus three (3) copies.
2. Submit the following information pertaining to:
 - Familiarity and experience with the Commonwealth's interoperability efforts including the CICO and its governance structure
 - Experience in the development and implementation of statewide strategic plans
 - Deep experience with facilitation and large group decision-driven meetings
 - A distinctive and effective approach to the development of collaborative processes that focus on effective two-way communication
 - Experience in managing program management offices for communications interoperability
 - Experience and knowledge of the Federal Government's grant and procurement process for communications related activities
 - Access to technical and graphical experts in the field of interoperable communications
 - Experience working with a multitude of homeland security issues including the Federal SAFECOM program
 - Designated key personnel with experience in running interoperability PMOs

3. Two (2) references, client companies (if available), for whom you have provided similar services or comparable services to those specified in this solicitation. Include the company names, addresses, phone numbers, contact names and a description of the services provided for each reference.

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals will be evaluated by the Department of Criminal Justice Services using the following criteria and are in descending order of importance:

1. Past Performance
2. Technical/Management Approach

B. AWARD CRITERIA:

BEST VALUE AWARD: Selection shall be made of two or more offeror(s) deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offeror(s) whose proposal(s) represent the most advantageous and best offer. Awards up to \$100,000 may be made to a reasonably ranked minority or woman-owned offeror that is other than the highest ranking offeror. Awards over \$100,000 will be made on a best value basis to the Offeror(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's offer as negotiated.

VI. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be on June 29, 2006, 2:00 PM at the Department of Criminal Justice Services, 202 North 9th Street, Richmond, Virginia, 6th floor conference room, check in with the receptionist on the 5th floor. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

No one will be allowed in the conference after 2:15 PM so please allow time for parking and be aware that is parking is limited in the downtown Richmond area.

While attendance at the conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1.above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**
1. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services s contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - a. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - b. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the

date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- S. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

Effective until July 1, 2003, the Commonwealth will direct AMS not to invoice for the 1% transaction fee for orders issued during the period July 1, 2002, through June 30, 2003, to allow additional time for vendors to become electronically enabled. AMS will continue to invoice for transaction fees accrued prior to July 1, 2002. To enable vendors to analyze the future impact of transaction fees, AMS will issue "no pay" invoices for transaction fees that would normally accrue during the period of July 1, 2002, through June 30, 2003. For contracts that extend beyond June 30, 2003, contractors may request price adjustments to incorporate the eVA transaction fee, as provided in the Price Escalation/De-escalation clause in the Special Terms and Conditions of the contract.

3. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

VII. SPECIAL TERMS AND CONDITIONS:

1. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
2. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
4. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
5. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
6. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 4 successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
8. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in one (1) eVA purchase order per year with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

VIII. METHOD OF PAYMENT:

Payment shall be made 30 days after receipt of a valid invoice and successful completion of the solicitation. Payment schedules may be negotiated as part of the RFP. Invoices must be submitted to The Department of Criminal Justice Services, Attention: Accounts Payable, 202 North 9th Street, 10th Floor, Richmond, VA 23219.

IX. PRICING SCHEDULE:

Please provide your proposed pricing for the project to include any proposed payment schedules, payments tied into specific deliverables, etc.